

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE OF PAGES 1 9	
2. AMENDMENT/MODIFICATION NO. 0002		3. EFFECTIVE DATE 16-Jun-2003		4. REQUISITION/PURCHASE REQ. NO. W32CS5-3052-0426		5. PROJECT NO.(If applicable)	
6. ISSUED BY USA ENGINEER DISTRICT, JACKSONVILLE PRUDENTIAL OFFICE BLDG 701 SAN MARCO BLVD CESAJ-CT JACKSONVILLE FL 32207-8175		CODE DACW17		7. ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. DACW17-03-R-0015	
				X		9B. DATED (SEE ITEM 11) 15-May-2003	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) a. See Page 2, Summary of Changes. Changes are underlined or paragraph with changes in it are highlighted. Also, RFP Page number has been provided for the change. b. No other changes apply.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: EMAIL:			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)		16C. DATE SIGNED 17-Jun-2003	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

RFP Page 22:

LIMITATIONS ON SUBSTITUTIONS FOR CERTAIN POSITIONS AND/OR SUBCONTRACTORS

The award decision for this contract was based, in part, on an evaluation of the personnel and/or subcontractors the Contractor included in its proposal for the positions and/or items of subcontracted work identified at the end of this paragraph. The Contractor agrees these personnel and/or subcontractors will be employed as described in its proposal and no substitutes will be employed without prior written approval of the Contracting Officer or Administrative Contracting Officer. The Contractor further agrees that any proposed substitutes shall meet or exceed the qualifications of the original personnel and/or subcontractors. If the Contractor's proposal did not name a subcontractor for an identified item of work, the Contractor will not be allowed to subcontract that item of work without prior approval of the Contracting Officer or Administrative Contracting Officer. The limitations described herein shall apply to the following positions and/or items of subcontracted work: the on-site supervisor (QC manager), aerial control subcontractor, mechanical subcontractor and applicators.

(End of paragraph number 999.215-4001)

RFP Page 27 (Corrects typo):

AWARD FEE

SECTION H

H.1.2.13. Award Fee Pass/Fail Criteria. If any of the following events occur during the award fee evaluation period, the rating for the relevant criterion will be ZERO for that award fee evaluation period. THE CONTRACTOR SHOULD PAY SPECIAL ATTENTION TO THE FOLLOWING LIST OF EVENTS:

RFP Page 24:

The following have been deleted:

999.246-4004 CONSEQUENCES OF CONTRACTOR'S FAILURE TO DEC 1999
PERFORM REQUIRED SERVICES

SECTION I - CONTRACT CLAUSES

RFP Page 35:

The following have been modified:

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 45 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

(End of clause)

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

RFP Page 51:

The following were previously included by reference and are now included by full text:

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsive.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of provision)

52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

(End of provision)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

The following have been modified:

PROPOSAL INSTRUCTIONS

RFP Page 61:

L-1.1 Certain positions and/or items of work are considered particularly critical to successful completion of the project. The Government will consider the qualifications of these persons/subcontractors during its evaluation of the offeror's proposal. In accordance with the Limitations On Substitutions For Certain Positions And/Or Subcontractors paragraph of Section I of this solicitation, if the offeror is awarded a contract the offeror will not be permitted to make substitutions without the approval of the Contracting Officer or Administrative Contracting Officer. If the offeror does not name a subcontractor for any identified item of work, the Government will assume the offeror intends to perform the work with its own forces and, if the offeror receives the contract, no substitutions will be allowed without prior approval of the Contracting Officer or Administrative Contracting Officer. Limitations apply to the following positions and/or items of work; therefore, the offeror shall name in its proposal the persons/subcontractors it proposes to use for these positions and/or items of work: On-site supervisor (QC manager), aerial control subcontractor, mechanical subcontractor, and applicators.

RFP Page 63:

L-2.4 A technical proposal consisting of:

<u>SUBFACTOR</u>	SUBMISSION REQUIREMENT (Note: To ensure the proposal adequately addresses areas the Government considers important, the offeror should review paragraph M-3 in Section M prior to preparing the proposal.)	
<u>Technical Merit</u>	Soundness of Approach	The proposal shall clearly indicate the adequacy of approach and methodology for providing services as defined in the specifications. The proposal shall clearly:

RFP pages 64 thru 69:

L.2.5.4 Cost Proposal. It has been determined that certified cost and pricing data are not required as part of your cost/price proposal. However, be advised that the apparent successful offeror's proposal may be forwarded to the Defense Contract Audit Agency (DCAA) for review. As part of DCAA's review, the basis for pricing data provided will be required. DCAA also will determine the acceptability of the offeror's accounting system to perform a cost contract.

The following price/cost information shall be provided with your proposal:

Provide a breakdown of your total estimated costs (from Section B) for each contract year (CLINs 0001 thru 0005). Your price breakdown shall include:

Total estimated number of labor hours (by labor category) for contract performance. Provide your direct labor rate and overhead rates that will apply.

Total estimated cost of all material and equipment necessary for contract performance. Provide break down to a unit price, with estimated quantities and total for all contemplated material and equipment to be utilized.

Total estimated subcontractor costs with a price breakdown (from the subcontractors) for services to be subcontracted (to include above requested information).

Total estimated other direct costs with a breakdown of those costs.

Total estimated indirect costs and the basis for those costs.

Total Base Fee based on above total estimated costs, and

Total Award Fee based on above total estimated costs.

L-2.6 Packaging the Proposal. The proposal shall be divided as indicated in the following table and each division shall be submitted in a separate sealed package. Each package shall be marked with the offeror's name, the solicitation number, and the package number.

Package	No. of Copies	Items
1	2	Cost/Price proposal, representations & certifications, (<u>Paragraphs L-2.1, L-2.2, and L-2.5</u>). Each copy shall be separately bound.
2	4	Past performance information for all subfactors. (Paragraph L.-2.3). Each copy shall be separately bound.
3	7	Technical proposal. (Paragrasyh L-2.4). Each copy shall be placed in a separate 3-ring binder. DO NOT INCLUDE PRICING INFORMATION

SECTION M - EVALUATION FACTORS FOR AWARD

The following have been modified:

AWARD CRITERIA

RFP Page 73:

M-4 Rating Definitions. The following table shows ratings for each type of evaluation and gives definitions for the ratings.

EVALUATION FACTORS (TRADE-OFF)		
FACTOR	SUBFACTOR	RELATIVE IMPORTANCE/OTHER INFORMATION
Price	N/A	See paragraph M-2 above.
Past Performance	N/A	Past Performance is approximately equal to Technical Merit.
	Generally, the Government will evaluate timely completion of work; quality of work; customer satisfaction; cost controls for additional work; and safety. However, the Government reserves the right to evaluate other areas and reserves the right to determine, on a case-by-case basis, how much emphasis to place on any given area.	
<u>Technical Merit</u>	Soundness of Approach	Relevance: All subfactors are equal.

RFP Page 76:

<u>PRICE/COST</u> is not rated. It is evaluated for <u>cost realism/reasonableness</u> .

RFP Page 78:

M-5 Proposal Evaluation. In accordance with the Instructions to Offerors--Competitive Acquisition provision of this solicitation (FAR 52.215-1), the Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. Further, if the Contracting Officer determines that discussions are necessary and if the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient

competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. The following table synthesizes the evaluation methodology:

ELEMENT	METHOD
General Review	Review of entire proposal to ascertain completeness and offeror's eligibility for award.
Cost/Price	<u>Cost/Price will not be given a score. A cost realism analysis will be performed to determine the probable cost of performance and will consist of an independent review and evaluation of specific elements of each offeror's proposed cost estimates to determine whether the estimated proposed cost elements are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the unique methods of performance and materials described in the offeror's technical proposal. The probable cost may differ from the proposed cost and will reflect the Government's best estimate of the cost of the resultant contract. The probable cost will be determined by adjusting offerors' proposed cost, and fee when appropriate, to reflect any additions or reductions in cost elements to realistic levels based on the results of the cost realism analysis.</u>

M-5.2.3 After resolution of minor or clerical errors and/or mistakes, cost/prices will be reviewed for cost realism and probable cost of performance as reflected above.

(End of Summary of Changes)